

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In Re:) 19-29854
)
IRENE A. OSORIO) Chapter 13
SIMONENKO,)
) Judge BAER
Debtor(s).)

NOTICE OF MOTION

The following parties have been served via electronic mail:

U.S. Trustee: USTPRegion11.ES.ECF@usdoj.gov

Glenn Stearns, Chapter 13 Trustee: mcguckin_m@lisle13.com

Lakeview Loan Servicing, McCalla Raymer Leibert Pierce: kinnera.bhoopal@mccalla.com and dana.obrien@mccalla.com

The following party(s) have been served via regular US mail:

See attached service list

PLEASE TAKE NOTICE that on October 1, 2021, at 9:30 am, I will appear before the Honorable Judge Baer, or any judge sitting in that judge's place, and present the Motion for Leave to Sell Real Property and Shorten Notice, a copy of which is attached.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

To appear by video, use this link: <https://www.zoomgov.com/>. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 160-731-2971 and the password is 587656. The meeting ID can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

/s/ Christine H. Clar

Christine H. Clar, A.R.D.C. #6202332
Attorney for the Debtor(s)

PROOF OF SERVICE

A copy of this Notice of Motion and attachments were deposited at the United States Post Office, Wheeling, Illinois, 60090, with sufficient postage prepaid, by Christine H. Clar, or served electronically by the bankruptcy court, under oath and under all penalties of perjury.

DATE OF SERVICE: September 13, 2021

/s/ Christine H. Clar
Christine H. Clar, A.R.D.C. #6202332
Attorney for the Debtor(s)

The following party(s) have been served via regular US mail:

Irene Osorio Simonenko
656 Fenwick Lane
South Elgin, IL 60177

Cobalt Credit Union
7148 Towne Center Parkway
Papillion, NE 68046

Swift Financial/WebBank
3505 Silverside Rd., Ste. 200
Wilmington, DE 19810

JP Morgan Chase
c/o Robertson, Anschutz & Schneid, PL
6409 Congress Ave., Ste. 100
Baca Raton, FL 33487

Ally Bank
P.O. Box 130424
Roseville, MN 55113-0004

Wells Fargo Bank
P.O. Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438

Verizon
American Info Source
4515 N. Santa Fe Ave.
Oklahoma City, OK 73118

Synchrony Bank
PRA Receivables Management
P.O. Box 41021
Norfolk, VA 23541

Citibank
5800 S. Corporate Pl
Sioux Falls, SD 57108-5027

LVNV Funding
Resurgent Capital Services
P.O. Box 10587
Greenville, SC 29603-0587

Lakeview Loan Servicing
Bankruptcy Dept.
3637 Sentara Way
Virginia Beach, VA 23452

Opportunity Financial
130 E. Randolph St., Ste. 3400
Chicago, IL 60601

Commonwealth Edison Co.
Bankruptcy Dept.
1919 Swift Drive
Oak Brook, IL 60523

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In Re:) 19-29854
)
IRENE A. OSORIO) Chapter 13
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MOTION FOR LEAVE TO SELL REAL PROPERTY AND SHORTEN NOTICE

NOW COMES the Debtor, by and through his attorneys, DAVID M. SIEGEL & ASSOCIATES, LLC, to present their Motion, and in support thereof states as follows:

1. Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
2. On October 21, 2019 the Debtor filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC, and the Chapter 13 plan was confirmed on January 17, 2020. Glenn Stearns was appointed Trustee in this case.
3. The Debtor owns real estate located at 656 Fenwick Lane, South Elgin, IL 60177.
4. The Debtor desires to sell said property and shall have any net proceeds paid to her Chapter 13 plan. (Contract pages attached as Exhibit A.)
5. The sale of said property will not prejudice any creditors, and will facilitate the completion of the Debtors' Chapter 13 plan.

WHEREFORE, the Debtor, IRENE A. OSORIO SIMONENKO, prays that this Honorable Court grant Debtors' Motion for Leave to Sell Real Property and Shorten Notice.

Respectfully Submitted,

/s/ Christine H. Clar
Christine H. Clar, A.R.D.C. #6202332
Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC
Attorney for the Debtor(s)
790 Chaddick Drive
Wheeling, IL 60090
847/ 520-8100
davidsiegelbk@gmail.com

EXHIBIT

A



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0

1 1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Claudia Leon, Sergio Leon3 Seller Name(s) [PLEASE PRINT] IRENE OSORIO4 If Dual Agency applies, check here and complete Optional Paragraph 29.5 2. THE REAL ESTATE: Real Estate is defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of Less Than .25 Acre commonly known as:6 656 Fenwick Ln South Elgin IL 60177 Kane
7 Address Unit # (If applicable) City State Zip County8 10 Permanent Index Number(s): 0627376032 Single Family Attached Single Family Detached Multi-Unit

9 11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____

12 12 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

13 13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____

14 14 [CHECK TYPE] deeded space, PIN: _____ limited common element assigned space.

15 3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

19 <input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Wine/Beverage Refrigerator	<input checked="" type="checkbox"/> Light Fixtures, as they exist	<input checked="" type="checkbox"/> Fireplace Gas Log(s)
20 <input checked="" type="checkbox"/> Oven/Range/Stove	<input checked="" type="checkbox"/> Sump Pump(s)	<input checked="" type="checkbox"/> Built-in or attached shelving	<input checked="" type="checkbox"/> Smoke Detectors
21 <input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Water Softener (unless rented)	<input checked="" type="checkbox"/> All Window Treatments & Hardware	<input checked="" type="checkbox"/> Carbon Monoxide Detectors
22 <input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Invisible Fence System, Collar & Box
23 <input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Central Humidifier	<input type="checkbox"/> Wall Mounted Brackets (AV/TV)	<input checked="" type="checkbox"/> Garage Door Opener(s)
24 <input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Central Vac & Equipment	<input type="checkbox"/> Security System(s) (unless rented)	<input type="checkbox"/> with all Transmitters
25 <input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> All Tacked Down Carpeting	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Outdoor Shed
26 <input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Existing Storms & Screens	<input type="checkbox"/> Electronic or Media Air Filter(s)	<input checked="" type="checkbox"/> Outdoor Playset(s)
27 <input type="checkbox"/> Attached Gas Grill	<input type="checkbox"/> Window Air Conditioner(s)	<input type="checkbox"/> Backup Generator System	<input checked="" type="checkbox"/> Planted Vegetation
28 <input checked="" type="checkbox"/> Water Heater	<input checked="" type="checkbox"/> Ceiling Fan(s)	<input checked="" type="checkbox"/> Fireplace Screens/Doors/Grates	<input checked="" type="checkbox"/> Hardscape

29 Other Items Included at No Added Value: _____

30 Items Not Included: _____

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: _____.

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

35 If Home Warranty applies, check here and complete Optional Paragraph 32.36 4. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 315000. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

39 a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) EARNEST MONEY: Earnest Money of \$ 5000 shall be tendered to Escrowee on or before 3 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered by 20. Earnest Money shall be held in trust for the mutual benefit of the Parties by

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Buyer Initial UBuyer Initial SLSeller Initial JOSeller Initial Address: 656 Fenwick Ln, South Elgin, IL 60177

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45 [CHECK ONE]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee."
 46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.
 47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
 48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 5. **CLOSING:** Closing shall be on 10/28, 20 21 or at such time as mutually agreed by the Parties in
 50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
 51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 6. **POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
 53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
 54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 7. **FINANCING:** ^{DS} INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c

56 u SL 10 a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five
 57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
 58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
 59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
 60 as follows: [CHECK ONE] fixed; adjustable; [CHECK ONE] conventional; FHA; VA; USDA;

61 other 304486 ^{DS} loan for 95 % of the Purchase Price, plus private mortgage insurance (PMI), 10

62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed 4.25% per annum,
 63 amortized over not less than 30 years. Buyer shall pay discount points not to exceed ---- % of the loan amount.

64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
 66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
 67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
 68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
 69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
 70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
 72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
 73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
 74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
 76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
 77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
 79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
 80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
 81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
 83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
 85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
 86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 **c) CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent
103 upon Buyer obtaining financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
108 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
109 real estate.

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:

111 has has not received a completed Illinois Residential Real Property Disclosure;
112 has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
113 has has not received a Lead-Based Paint Disclosure;
114 has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
115 has has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to
128 which the Seller is not lawfully entitled.
129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
130 fees are \$ 0 per Not Applicable (and, if applicable, Master/Umbrella Association fees are
131 \$ Not Applicable per). Seller agrees to pay prior to or at Closing the remaining balance of any
132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

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133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

137 a) Approve this Contract; or
138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or
145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
151 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
152 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
153 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
154 unilateral reinstatement by withdrawal of any proposal(s).

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** *[INITIAL IF APPLICABLE]* _____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** *[NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]*
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of
174 the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return
175 of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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176 b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any
177 inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days
178 for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send
179 any portion of the inspection report with the Notice provided under this subparagraph unless such
180 inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If
181 after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by
182 the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by
183 serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.
184 c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
185 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
186 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not
187 include any portion of the inspection reports unless requested by Seller.
188 d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
189 waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
190 in full force and effect.

191 13. **HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
192 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
193 Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof
194 of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within
195 the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in
196 full force and effect.

197 14. **FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is
198 located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
199 Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is
200 later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.
201 Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

202 15. **CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** *[IF APPLICABLE]* The Parties agree that the terms
203 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting
204 terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest
205 Community Association Act or other applicable state association law ("Governing Law").

206 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
207 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
208 utility easements including any easements established by or implied from the Declaration/CCRs or
209 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
210 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.
211 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for
212 all special assessments confirmed prior to Date of Acceptance.
213 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
214 Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to
215 payment thereof. Absent such agreement either Party may declare the Contract null and void.
216 d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure
217 upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time
218 period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide
219 to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 16. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 17. **MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 18. **TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted
254 exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to
255 Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title
256 insurer commit to either insure against loss or damage that may result from such exceptions or survey matters
257 or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 19. **PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
 265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
 266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
 267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
 268 all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
 269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
 270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
 271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
 273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
 274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
 277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
 278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
 279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
 281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
 282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
 283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
 284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
 286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
 287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 *INITIALS* u SL 10 There [CHECK ONE] are are not improvements to the Real Estate which are not
 298 included in full in the determination of the most recent tax assessment.

299 *INITIALS* u SL 10 There [CHECK ONE] are are not improvements to the Real Estate which are eligible
 300 for the home improvement tax exemption.

301 *INITIALS* u SL 10 There [CHECK ONE] is is not an unconfirmed pending special assessment affecting
 302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 *INITIALS* u SL 10 The Real Estate [CHECK ONE] is is not located within a Special Assessment Area or
 304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
 305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEES:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

350 a) By personal delivery; or

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351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
360 of future e-mail Notice by any form of Notice provided by this Contract; or
361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
362 following deposit with the overnight delivery company.
363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
364 Designated Agent in any of the manners provided above.
365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
366 such courtesy copies shall not render Notice invalid.

367 28. **PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 [INITIALS] _____ 29. **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
372 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on
373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
374 this Contract.

375 _____ 30. **SALE OF BUYER'S REAL ESTATE:**

376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:
377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

378 _____
379 Address _____ City _____ State _____ Zip _____

380 2) Buyer [CHECK ONE] has has not entered into a contract to sell Buyer's real estate.

381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:

382 a) [CHECK ONE] is is not subject to a mortgage contingency.

383 b) [CHECK ONE] is is not subject to a real estate sale contingency.

384 c) [CHECK ONE] is is not subject to a real estate closing contingency.

385 3) Buyer [CHECK ONE] has has not publicly listed Buyer's real estate for sale with a licensed real estate broker
386 and in a local multiple listing service.

387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
388 listing service, Buyer [CHECK ONE]:

389 a) Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
390 multiple listing service within five (5) Business Days after Date of Acceptance.

391 [FOR INFORMATION ONLY] Broker: _____

392 Broker's Address: _____ Phone: _____

393 b) Does not intend to list said real estate for sale.

Buyer Initial: *U*

Buyer Initial: *SL*

Address: **656 Fenwick Ln, South Elgin, IL 60177**

Seller Initial: *JO*

Seller Initial: *SL*

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394 b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

395 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is
 396 in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not
 397 later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this
 398 subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall
 399 be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not
 400 served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed
 401 to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force
 402 and effect. (If this paragraph is used, then the following paragraph must be completed.)

403 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b)
 404 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate
 405 prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real
 406 estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real
 407 estate is served before the close of business on the next Business Day after the date set forth in the preceding
 408 sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence,
 409 Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract
 410 shall remain in full force and effect.

411 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph
 412 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three
 413 (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice,
 414 waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and
 415 void as of the date of Notice. If Notice as required by this subparagraph is not served within the time
 416 specified, Buyer shall be in default under the terms of this Contract.

417 c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
 418 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

419 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph
 420 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller
 421 gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).

422 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served
 423 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should
 424 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
 425 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
 426 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 427 a) By personal delivery effective at the time and date of personal delivery; or
 428 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
 429 effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 430 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago
 431 time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

432 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.

433 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer,
 434 this Contract shall be null and void.

435 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph
 436 27 of this Contract.

437 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
 439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
 440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
 441 If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed
 442 ineffective and this Contract shall be null and void.

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
 444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 31. **CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
 446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
 447 _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract
 448 shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser
 449 under the prior contract should not be served until after Attorney Review and Professional Inspections provisions
 450 of this Contract have expired, been satisfied or waived.

451 32. **HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
 452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 33. **WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
 454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
 455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
 456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
 457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
 458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
 459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
 460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
 461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
 462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
 463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
 464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 34. **WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
 466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
 467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
 468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
 469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
 470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
 471 report to proceed with the purchase or to declare this Contract null and void.

472 35. **POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
 473 date that is [CHECK ONE] ____ days after the date of Closing or _____, 20 ____ ("the Possession Date").
 474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
 475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
 476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 478 and including the day of delivery of Possession if on or before the Possession Date;
 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
 482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 u SL 10 36. **"AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is"
 485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
 486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
 487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
 488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
 489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
 491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
 492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
 493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
 494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
 495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
 496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
 497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ 37. **SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
 499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
 500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
 501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
 502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ 38. **ATTACHMENTS:** The following attachments, if any, are hereby incorporated into this Contract
 504 [IDENTIFY BY TITLE]: _____
 505 _____.

506 _____ 39. **MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the
 507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
 508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

<input type="checkbox"/> Articles of Agreement for Deed or Purchase Money Mortgage	<input type="checkbox"/> Assumption of Seller's Mortgage	<input type="checkbox"/> Commercial/Investment
<input type="checkbox"/> Short Sale	<input type="checkbox"/> Cooperative Apartment	<input type="checkbox"/> New Construction
<input type="checkbox"/> Multi-Unit (4 Units or fewer)	<input type="checkbox"/> Tax-Deferred Exchange	<input type="checkbox"/> Vacant Land
	<input type="checkbox"/> Interest Bearing Account	<input type="checkbox"/> Lease Purchase

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